

1 E. MARTIN ESTRADA  
United States Attorney  
2 MACK E. JENKINS  
Assistant United States Attorney  
3 Chief, Criminal Division  
SARAH S. LEE (Cal. Bar No. 311480)  
4 Assistant United States Attorney  
General Crimes Section  
5 1200 United States Courthouse  
312 North Spring Street  
6 Los Angeles, California 90012  
Telephone: (213) 894-7407  
7 Facsimile: (213) 894-0141  
E-mail: sarah.lee@usdoj.gov

8 Attorneys for Plaintiff  
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 GARY DAVID GOULIN,

16 Defendant.

No. CR 2:22-cr-00476-MEMF

PLEA AGREEMENT FOR DEFENDANT  
GARY DAVID GOULIN

17  
18 1. This constitutes the plea agreement between GARY DAVID  
19 GOULIN ("defendant") and the United States Attorney's Office for the  
20 Central District of California (the "USAO") in the above-captioned  
21 case. This agreement is limited to the USAO and cannot bind any  
22 other federal, state, local, or foreign prosecuting, enforcement,  
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to count two of the  
28 indictment in United States v. GARY DAVID GOULIN, CR No. 2:22-cr-

00476-MEMF, which charges defendant with Possession of Child Pornography in violation of 18 U.S.C. §§ 2252A(a) (5) (B), (b) (2).

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Recommend that defendant be sentenced to a term of imprisonment of no less than 48 months and not seek, argue, or suggest in any way, either orally or in writing, that the Court impose a term of imprisonment below 48 months.

g. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

h. Pay the applicable special assessment at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

i. Not seek the discharge of any restitution obligation, in whole or in part, in any present or future bankruptcy proceeding.

j. Defendant agrees that any and all criminal debt ordered by the Court will be due in full and immediately.

k. Complete the Financial Disclosure Statement on a form provided by the USAO and, within 30 days of defendant's entry of a guilty plea, deliver the signed and dated statement, along with all

1 of the documents requested therein, to the USAO by either email at  
2 usacac.FinLit@usdoj.gov (preferred) or mail to the USAO Financial  
3 Litigation Section at 300 North Los Angeles Street, Suite 7516, Los  
4 Angeles, CA 90012.

5 1. Defendant agrees that defendant's ability to pay  
6 criminal debt shall be assessed based on the completed Financial  
7 Disclosure Statement and all required supporting documents, as well  
8 as other relevant information relating to ability to pay.

9 m. Authorize the USAO to obtain a credit report upon  
10 returning a signed copy of this plea agreement.

11 n. Agree to and not oppose the imposition of the  
12 following conditions of probation or supervised release:

13 i. Sex Offender Registration: Defendant shall  
14 register as a sex offender, and keep the registration current, in  
15 each jurisdiction where defendant resides, where defendant is an  
16 employee, and where defendant is a student, to the extent the  
17 registration procedures have been established in each jurisdiction.  
18 When registering for the first time, defendant shall also register in  
19 the jurisdiction in which the conviction occurred if different from  
20 defendant's jurisdiction of residence. Defendant shall provide proof  
21 of registration to the Probation Officer within three days of  
22 defendant's placement on probation/release from imprisonment.

23 ii. Counseling: Defendant shall participate in a  
24 psychological counseling and/or psychiatric treatment and/or a sex  
25 offender treatment program, which may include inpatient treatment  
26 upon order of the Court, as approved and directed by the Probation  
27 Officer. Defendant shall abide by all rules, requirements, and  
28 conditions of such program, including submission to risk assessment

1 evaluations and physiological testing, such as polygraph and Abel  
2 testing, but the defendant retains the right to invoke the Fifth  
3 Amendment. The Probation Officer shall disclose the presentence  
4 report and/or any previous mental health evaluations or reports to  
5 the treatment provider. As directed by the Probation Officer,  
6 defendant shall pay all or part of the costs of treating defendant's  
7 psychological/psychiatric disorder(s) to the aftercare contractor  
8 during the period of community supervision, pursuant to 18 U.S.C. §  
9 3672. Defendant shall provide payment and proof of payment as  
10 directed by the Probation Officer.

11           iii. Access to Materials: Defendant shall not view or  
12 possess any materials, including pictures, photographs, books,  
13 writings, drawings, videos, or video games, depicting and/or  
14 describing child pornography, as defined in 18 U.S.C. §2256(8), or  
15 sexually explicit conduct depicting minors, as defined at 18 U.S.C.  
16 §2256(2). The defendant shall not possess or view any materials such  
17 as videos, magazines, photographs, computer images or other matter  
18 that depicts "actual sexually explicit conduct" involving adults as  
19 defined by 18 U.S.C. § 2257(h)(1). This condition does not prohibit  
20 defendant from possessing materials solely because they are necessary  
21 to, and used for, a collateral attack, nor does it prohibit defendant  
22 from possessing materials prepared and used for the purposes of  
23 defendant's Court-mandated sex offender treatment, when defendant's  
24 treatment provider or the probation officer has approved of  
25 defendant's possession of the materials in advance.

26           iv. Contact with Others: Defendant shall not  
27 associate or have verbal, written, telephonic, or electronic  
28 communication with any person under the age of 18, except: (a) in the

1 presence of the parent or legal guardian of said minor; and (b) on  
2 the condition that defendant notifies said parent or legal guardian  
3 of defendant's conviction in the instant offense/prior offense. This  
4 provision does not encompass persons under the age of 18, such as  
5 waiters, cashiers, ticket vendors, etc., with whom defendant must  
6 interact in order to obtain ordinary and usual commercial services.  
7 Defendant shall not frequent, or loiter, within 100 feet of school  
8 yards, parks, public swimming pools, playgrounds, youth centers,  
9 video arcade facilities, or other places primarily used by persons  
10 under the age of 18. Defendant shall not affiliate with, own,  
11 control, volunteer or be employed in any capacity by a business or  
12 organization that causes defendant to regularly contact persons under  
13 the age of 18. Defendant shall not affiliate with, own, control, or  
14 be employed in any capacity by a business whose principal product is  
15 the production or selling of materials depicting or describing  
16 "sexually explicit conduct," as defined at 18 U.S.C. § 2256(2).  
17 Defendant shall not own, use or have access to the services of any  
18 commercial mail-receiving agency, nor shall defendant open or  
19 maintain a post office box, without the prior written approval of the  
20 Probation Officer.

21 v. Employment: Defendant's employment shall be  
22 approved by the Probation Officer, and any change in employment must  
23 be pre-approved by the Probation Officer. Defendant shall submit the  
24 name and address of the proposed employer to the Probation Officer at  
25 least ten days prior to any scheduled change.

26 vi. Residence: Defendant shall not reside within  
27 direct view of school yards, parks, public swimming pools,  
28 playgrounds, youth centers, video arcade facilities, or other places

1 primarily used by persons under the age of 18. Defendant's residence  
2 shall be approved by the Probation Officer, and any change in  
3 residence must be pre-approved by the Probation Officer. Defendant  
4 shall submit the address of the proposed residence to the Probation  
5 Officer at least ten days prior to any scheduled move.

6 vii. Search: Defendant shall submit defendant's  
7 person, and any property, house, residence, vehicle, papers,  
8 computer, other electronic communication or data storage devices or  
9 media, and effects to search at any time, with or without warrant, by  
10 any law enforcement or Probation Officer with reasonable suspicion  
11 concerning a violation of a condition of probation/supervised release  
12 or unlawful conduct by defendant, and by any Probation Officer in the  
13 lawful discharge of the officer's supervision function.

14 viii. Computer: The defendant shall possess and  
15 use only those computers and computer-related devices, screen  
16 usernames, passwords, email accounts, and internet service providers  
17 (ISPs), social media accounts, messaging applications and cloud  
18 storage accounts that have been disclosed to the Probation Officer  
19 upon commencement of supervision. Any changes or additions are to be  
20 disclosed to the Probation Officer prior to the first use. Computers  
21 and computer-related devices are those personal computers, internet  
22 appliances, electronic games, cellular telephones, digital storage  
23 media, and their peripheral equipment that can access, or can be  
24 modified to access, the internet, electronic bulletin boards, and  
25 other computers to view, obtain or transmit materials with depictions  
26 of sexually explicit conduct involving children, as defined by 18  
27 U.S.C. § 2256(2). All computers, computer-related devices, and their  
28 peripheral equipment, used by defendant shall be subject to search

1 and seizure. This shall not apply to items used at the employment's  
2 site that are maintained and monitored by the employer. Defendant  
3 shall comply with the rules and regulations of the Computer  
4 Monitoring Program. Defendant shall pay the cost of the Computer  
5 Monitoring Program, in an amount not to exceed \$32 per month per  
6 device connected to the internet.

7           o. To forfeit all right, title, and interest in and to  
8 any and all monies, properties, and/or assets of any kind, derived  
9 from or acquired as a result of, or involved in the illegal activity  
10 to which defendant is pleading guilty, specifically including, but  
11 not limited to, the following items:

- 12           i. Apple iPhone, blue, model number A1502;
- 13           ii. 61 Verbatim DVD;
- 14           iii. Apple iPad, silver, serial number DMPDH2L7NRC9;
- 15           iv. Apple laptop, serial number C02XC75VJGH5;
- 16           v. SanDisk External Hard Drive, black, model number  
17 SDSSDE60;
- 18           vi. SanDisk Thumb Drive, model number SDCZ88-128G;
- 19           vii. SanDisk Thumb Drive, model number SDCZ48-512G;
- 20           viii. 225 Various DVDs;
- 21           ix. Western Digital External Hard Drive, white/gray,  
22 serial number WCC7K6ZJVD4F;
- 23           x. Firelite External Hard Drive, silver, 30 GB,  
24 model number JH2426M; and
- 25           xi. Western Digital External Hard Drive, silver, 2  
26 TB, serial number WX61E8531V9A (collectively, the "Forfeitable  
27 Assets").

1           p. To the Court's entry of an order of forfeiture at or  
2 before sentencing with respect to the Forfeitable Assets and to the  
3 forfeiture of the assets.

4           q. To take whatever steps are necessary to pass to the  
5 United States clear title to the Forfeitable Assets, including,  
6 without limitation, the execution of a consent decree of forfeiture  
7 and the completing of any other legal documents required for the  
8 transfer of title to the United States.

9           r. Not to contest any administrative forfeiture  
10 proceedings or civil judicial proceedings commenced against the  
11 Forfeitable Assets. If defendant submitted a claim and/or petition  
12 for remission for all or part of the Forfeitable Assets on behalf of  
13 himself or any other individual or entity, defendant shall and hereby  
14 does withdraw any such claims or petitions, and further agrees to  
15 waive any right he may have to seek remission or mitigation of the  
16 forfeiture of the Forfeitable Assets.

17           s. Not to assist any other individual in any effort  
18 falsely to contest the forfeiture of the Forfeitable Assets.

19           t. Not to claim that reasonable cause to seize the  
20 Forfeitable Assets was lacking.

21           u. To prevent the transfer, sale, destruction, or loss of  
22 any and all assets described above to the extent defendant has the  
23 ability to do so.

24           v. To fill out and deliver to the USAO a completed  
25 financial statement listing defendant's assets on a form provided by  
26 the USAO.



1           w. That forfeiture of Forfeitable Assets shall not be  
2 counted toward satisfaction of any special assessment, fine,  
3 restitution, costs, or other penalty the Court may impose.

4                           THE USAO'S OBLIGATIONS

5           3. The USAO agrees to:

6               a. Not contest facts agreed to in this agreement.

7               b. Abide by all agreements regarding sentencing contained  
8 in this agreement.

9               c. At the time of sentencing, move to dismiss the  
10 remaining counts of the indictment as against defendant. Defendant  
11 agrees, however, that at the time of sentencing the Court may  
12 consider any dismissed charges in determining the applicable  
13 Sentencing Guidelines range, the propriety and extent of any  
14 departure from that range, and the sentence to be imposed.

15              d. At the time of sentencing, provided that defendant  
16 demonstrates an acceptance of responsibility for the offense up to  
17 and including the time of sentencing, recommend a two-level reduction  
18 in the applicable Sentencing Guidelines offense level, pursuant to  
19 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
20 additional one-level reduction if available under that section.

21              e. Recommend a fine of no more than \$25,000.

22                           NATURE OF THE OFFENSE

23           4. Defendant understands that for defendant to be guilty of  
24 the crime charged in count two, that is, Possession of Child  
25 Pornography, in violation of Title 18 U.S.C. §§ 2252A(a) (5) (B),  
26 (b) (2), the following must be true:

1           a. Defendant knowingly possessed matters that defendant  
2 knew contained visual depictions of minors engaged in sexually  
3 explicit conduct;

4           b. Defendant knew each visual depiction contained in the  
5 matters showed minors engaged in sexually explicit conduct;

6           c. Defendant knew that production of such visual  
7 depictions involved use of a minor in sexually explicit conduct; and

8           d. Each visual depiction had been mailed, shipped, or  
9 transported using any means or facility of interstate or foreign  
10 commerce or in or affecting interstate or foreign commerce by any  
11 means; or produced using material that had been mailed, shipped, or  
12 transported using any means or facility of interstate or foreign  
13 commerce or in or affecting interstate or foreign commerce by any  
14 means including by computer.

15           5. Defendant understands that for defendant to be subject to  
16 the statutory maximum sentence set forth below, the government must  
17 prove beyond a reasonable doubt that defendant's possession of child  
18 pornography involved a visual depiction of child pornography that  
19 involved a prepubescent minor or a minor who had not attained 12  
20 years of age, engaged in sexually explicit conduct. Defendant admits  
21 that defendant, in fact, possessed images that depicted prepubescent  
22 minors, or minors who had not attained 12 years of age, engaged in  
23 sexually explicit conduct.

24                                   PENALTIES AND RESTITUTION

25           6. Defendant understands that the statutory maximum sentence  
26 that the Court can impose for a violation of Title 18, United States  
27 Code, Section 2252A(a)(5)(B), (b)(2), is: 20 years imprisonment; a  
28 lifetime period of supervised release; a fine of \$250,000 or twice

1 the gross gain or gross loss resulting from the offense, whichever is  
2 greatest; and a mandatory special assessment of \$100.

3 7. Defendant understands that the statutory mandatory minimum  
4 sentence that the Court must impose for each violation of Title 18,  
5 United States Code, Section 2252A(a)(5)(B), (b)(2), is: a five-year  
6 period of supervised release and a mandatory special assessment of  
7 \$100.

8 8. Defendant understands that, pursuant to the Justice for  
9 Victims of Trafficking Act of 2015, the Court shall impose an  
10 additional \$5,000 special assessment if the Court concludes that  
11 defendant is a non-indigent person, to be paid after defendant's  
12 other financial obligations have been satisfied.

13 9. Defendant understands that, pursuant to the Amy, Vicky, and  
14 Andy Child Pornography Victim Assistance Act of 2018, the Court may  
15 impose an additional special assessment of up to \$17,000.

16 10. Defendant understands that supervised release is a period  
17 of time following imprisonment during which defendant will be subject  
18 to various restrictions and requirements. Defendant understands that  
19 if defendant violates one or more of the conditions of any supervised  
20 release imposed, defendant may be returned to prison for all or part  
21 of the term of supervised release authorized by statute for the  
22 offense that resulted in the term of supervised release, which could  
23 result in defendant serving a total term of imprisonment greater than  
24 the statutory maximum stated above.

25 11. Defendant understands that as a condition of supervised  
26 release, under Title 18, United States Code, Section 3583(d),  
27 defendant will be required to register as a sex offender. Defendant  
28 understands that independent of supervised release, he will be

1 subject to federal and state registration requirements, for a  
2 possible maximum term of registration up to and including life.  
3 Defendant further understands that, under Title 18, United States  
4 Code, Section 4042(c), notice will be provided to certain law  
5 enforcement agencies upon his release from confinement following  
6 conviction.

7 12. Defendant understands and agrees that pursuant to Title 18,  
8 United States Code, Section 2259, defendant will be required to pay  
9 full restitution to the victims of the offense to which defendant is  
10 pleading guilty. Defendant agrees that, in return for the USAO's  
11 compliance with its obligations under this agreement, the Court may  
12 order restitution to persons other than the victims of the offense to  
13 which defendant is pleading guilty. In particular, defendant agrees  
14 that the Court may order restitution to any victim of any of the  
15 following for any losses suffered by that victim as a result: (a) any  
16 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with  
17 the offense to which defendant is pleading guilty; and (b) any count  
18 dismissed pursuant to this agreement as well as all relevant conduct,  
19 as defined in U.S.S.G. § 1B1.3, in connection with those counts.

20 13. Defendant agrees that any and all fines and/or restitution  
21 ordered by the Court will be due immediately. The government is not  
22 precluded from pursuing, in excess of any payment schedule set by the  
23 Court, any and all available remedies by which to satisfy defendant's  
24 payment of the full financial obligation, including referral to the  
25 Treasury Offset Program.

26 14. Defendant understands that, by pleading guilty, defendant  
27 may be giving up valuable government benefits and valuable civic  
28 rights, such as the right to vote, the right to possess a firearm,

1 the right to hold office, and the right to serve on a jury.  
2 Defendant understands that he is pleading guilty to a felony and that  
3 it is a federal crime for a convicted felon to possess a firearm or  
4 ammunition. Defendant understands that the conviction in this case  
5 may also subject defendant to various other collateral consequences,  
6 including but not limited to revocation of probation, parole, or  
7 supervised release in another case and suspension or revocation of a  
8 professional license. Defendant understands that unanticipated  
9 collateral consequences will not serve as grounds to withdraw  
10 defendant's guilty plea.

11 15. Defendant and his counsel have discussed the fact that, and  
12 defendant understands that, if defendant is not a United States  
13 citizen, the conviction in this case makes it practically inevitable  
14 and a virtual certainty that defendant will be removed or deported  
15 from the United States. Defendant may also be denied United States  
16 citizenship and admission to the United States in the future.  
17 Defendant understands that while there may be arguments that  
18 defendant can raise in immigration proceedings to avoid or delay  
19 removal, removal is presumptively mandatory and a virtual certainty  
20 in this case. Defendant further understands that removal and  
21 immigration consequences are the subject of a separate proceeding and  
22 that no one, including his attorney or the Court, can predict to an  
23 absolute certainty the effect of his conviction on his immigration  
24 status. Defendant nevertheless affirms that he wants to plead guilty  
25 regardless of any immigration consequences that his pleas may entail,  
26 even if the consequence is automatic removal from the United States.

FACTUAL BASIS

16. Defendant admits that defendant is, in fact, guilty of the offense to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support a plea of guilty to the charge described in this agreement and to establish the Sentencing Guidelines factors set forth in paragraph 18 below but is not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts known to either party that relate to that conduct.

On or about November 4, 2021, in Los Angeles County, within the Central District of California, defendant knowingly possessed four silver Verbatim DVDs, bearing titles "FHFUE," "Asian," "jiuiuiui," and "Foreign," that contained child pornography, as defined in Title 18, United States Code, Section 2256(8)(A), involving a prepubescent minor and a minor who had not attained 12 years of age, that had been mailed, and shipped and transported using any means and facility of interstate and foreign commerce and in and affecting interstate and foreign commerce by any means, including by the Internet and cellphone, knowing that the images were child pornography.

Also on or about November 4, 2021, defendant knowingly possessed 57 additional silver Verbatim DVDs that contained child pornography, as defined in Title 18, United States Code, Section 2256(8)(A). The average run time of the child pornography on these DVDs was approximately 3 hours and 21 minutes. Defendant knowingly possessed these DVDs containing child pornography and knew that they contained material depicting minors engaged in sexually explicit conduct.

1 On or about August 3, 2021, in Los Angeles County, within the  
2 Central District of California, and elsewhere, defendant used his  
3 cell phone to knowingly receive child pornography, namely, a video  
4 titled "telegramcloud-document-5-6060053903804728098\_partial."  
5 Defendant received the child pornography using the internet and the  
6 Telegram application.

7 In all, defendant knowingly possessed on his devices more than  
8 600 images that he knew constituted child pornography. The materials  
9 possessed by defendant included multiple child pornography images and  
10 videos depicting prepubescent minors, who had not attained 12 years  
11 of age, as well as images and videos depicting minors engaging in  
12 sadistic or masochistic conduct. For example, the materials included  
13 images of prepubescent minors being anally penetrated by adults, and  
14 images of prepubescent minors being manually masturbated by adults.

15 Defendant admits and agrees that he knew the images and videos  
16 that he possessed and received contained visual depictions of minors  
17 engaging in sexually explicit conduct, that he knew each visual  
18 depiction contained in the images and videos showed minors engaged in  
19 sexually explicit conduct, and that he knew that production of such  
20 visual depictions involved use of minors engaged in sexually explicit  
21 conduct.

22 Defendant admits and agrees that the children depicted in the  
23 child pornography images and videos are real children, and defendant  
24 downloaded the images and videos from the Internet, which is a means  
25 and facility of interstate and foreign commerce.

26 Defendant admits and agrees that the images and videos that  
27 defendant possessed either had been mailed, shipped, or transported  
28 in and affecting interstate or foreign commerce or were produced

1 using materials that had been mailed, shipped, or transported in and  
2 affecting interstate or foreign commerce.

3 During the time period when defendant received and possessed  
4 child pornography images and videos, defendant was a pediatrician.

#### 5 SENTENCING FACTORS

6 17. Defendant understands that in determining defendant's  
7 sentence the Court is required to calculate the applicable Sentencing  
8 Guidelines range and to consider that range, possible departures  
9 under the Sentencing Guidelines, and the other sentencing factors set  
10 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
11 Sentencing Guidelines are advisory only, that defendant cannot have  
12 any expectation of receiving a sentence within the calculated  
13 Sentencing Guidelines range, and that after considering the  
14 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
15 be free to exercise its discretion to impose any sentence it finds  
16 appropriate between the mandatory minimum and up to the maximum set  
17 by statute for the crime of conviction.

18 18. Defendant and the USAO agree to the following applicable  
19 Sentencing Guidelines factors:

20 Base Offense Level:	18	U.S.S.G. § 2G2.2(a)(1)
21 Material Involving a Prepubescent Minor:	+2	U.S.S.G. § 2G2.2(b)(2)
22 Sodomasochistic Images:	+4	U.S.S.G. § 2G2.2(b)(4)(A)
23 Use of a Computer:	+2	U.S.S.G. § 2G2.2(b)(6)
24 600 or more Images	+5	U.S.S.G. § 2G2.2(b)(7)(D)

26 Defendant and the USAO reserve the right to argue that additional  
27 specific offense characteristics, adjustments, and departures under  
28 the Sentencing Guidelines are appropriate, though defendant agrees to



1 not seek a term of imprisonment below 48 months, as agreed to in  
2 Paragraph 2(f).

3 19. Defendant understands that there is no agreement as to  
4 defendant's criminal history or criminal history category.

5 20. Except as set forth in Paragraph 2(f), defendant and the  
6 USAO reserve the right to argue for a sentence outside the sentencing  
7 range established by the Sentencing Guidelines based on the factors  
8 set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and  
9 (a)(7).

10 WAIVER OF CONSTITUTIONAL RIGHTS

11 21. Defendant understands that by pleading guilty, defendant  
12 gives up the following rights:

13 a. The right to persist in a plea of not guilty.

14 b. The right to a speedy and public trial by jury.

15 c. The right to be represented by counsel - and if  
16 necessary have the Court appoint counsel -- at trial. Defendant  
17 understands, however, that, defendant retains the right to be  
18 represented by counsel - and if necessary have the Court appoint  
19 counsel - at every other stage of the proceeding.

20 d. The right to be presumed innocent and to have the  
21 burden of proof placed on the government to prove defendant guilty  
22 beyond a reasonable doubt.

23 e. The right to confront and cross-examine witnesses  
24 against defendant.

25 f. The right to testify and to present evidence in  
26 opposition to the charges, including the right to compel the  
27 attendance of witnesses to testify.

1           g. The right not to be compelled to testify, and, if  
2 defendant chose not to testify or present evidence, to have that  
3 choice not be used against defendant.

4           h. Any and all rights to pursue any affirmative defenses,  
5 Fourth Amendment or Fifth Amendment claims, and other pretrial  
6 motions that have been filed or could be filed.

7                           WAIVER OF RETURN OF DIGITAL DATA

8           22. Understanding that the government has in its possession  
9 digital devices and/or digital media seized from defendant, defendant  
10 waives any right to the return of digital data contained on those  
11 digital devices and/or digital media and agrees that if any of these  
12 digital devices and/or digital media are returned to defendant, the  
13 government may delete all digital data from those digital devices  
14 and/or digital media before they are returned to defendant.

15                           WAIVER OF APPEAL OF CONVICTION

16           23. Defendant understands that, with the exception of an appeal  
17 based on a claim that defendant's guilty plea was involuntary, by  
18 pleading guilty defendant is waiving and giving up any right to  
19 appeal defendant's conviction on the offense to which defendant is  
20 pleading guilty. Defendant understands that this waiver includes,  
21 but is not limited to, arguments that the statute to which defendant  
22 is pleading guilty is unconstitutional, and any and all claims that  
23 the statement of facts provided herein is insufficient to support  
24 defendant's plea of guilty.

25                           LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26                           AND WAIVER OF COLLATERAL ATTACK

27           24. Defendant agrees that, provided the Court imposes a total  
28 term of imprisonment within or below the range corresponding to an

1 offense level of 28 and the criminal history category calculated by  
2 the Court, defendant gives up the right to appeal all of the  
3 following: (a) the procedures and calculations used to determine and  
4 impose any portion of the sentence; (b) the term of imprisonment  
5 imposed by the Court; (c) the fine imposed by the Court, provided it  
6 is within the statutory maximum; (d) to the extent permitted by law,  
7 the constitutionality or legality of defendant's sentence, provided  
8 it is within the statutory maximum; (e) the term of probation or  
9 supervised release imposed by the Court, provided it is within the  
10 statutory maximum; and (f) any of the following conditions of  
11 probation or supervised release imposed by the Court: the conditions  
12 set forth in Second Amended General Order 20-04 of this Court; the  
13 drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and  
14 3583(d); the alcohol and drug use conditions authorized by 18 U.S.C.  
15 § 3563(b)(7); and any conditions of probation or supervised release  
16 agreed to by defendant in Paragraph 2 above.

17 25. Defendant also gives up any right to bring a postconviction  
18 collateral attack on the conviction or sentence, including any order  
19 of restitution, except a post-conviction collateral attack based on a  
20 claim of ineffective assistance of counsel, a claim of newly  
21 discovered evidence, or an explicitly retroactive change in the  
22 applicable Sentencing Guidelines, sentencing statutes, or statutes of  
23 conviction. Defendant understands that this waiver includes, but is  
24 not limited to, arguments that the statutes to which defendant is  
25 pleading guilty are unconstitutional, and any and all claims that the  
26 statement of facts provided herein is insufficient to support  
27 defendant's plea of guilty.

1           26. The USAO agrees that, provided (a) all portions of the  
2 sentence are at or above the statutory minimum and at or below the  
3 statutory maximum specified above and (b) the Court imposes a total  
4 term of imprisonment within or above the range corresponding to an  
5 offense level of 28 and the criminal history category calculated by  
6 the Court, the USAO gives up its right to appeal any portion of that  
7 sentence.

8                           RESULT OF WITHDRAWAL OF GUILTY PLEA

9           27. Defendant agrees that if, after entering a guilty plea  
10 pursuant to this agreement, defendant seeks to withdraw and succeeds  
11 in withdrawing defendant's guilty plea on any basis other than a  
12 claim and finding that entry into this plea agreement was  
13 involuntary, then (a) the USAO will be relieved of all of its  
14 obligations under this agreement; and (b) should the USAO choose to  
15 pursue any charge that was either dismissed or not filed as a result  
16 of this agreement, then (i) any applicable statute of limitations  
17 will be tolled between the date of defendant's signing of this  
18 agreement and the filing commencing any such action; and  
19 (ii) defendant waives and gives up all defenses based on the statute  
20 of limitations, any claim of pre-indictment delay, or any speedy  
21 trial claim with respect to any such action, except to the extent  
22 that such defenses existed as of the date of defendant's signing this  
23 agreement.

24                           RESULT OF VACATUR, REVERSAL OR SET-ASIDE

25           28. Defendant agrees that if the count of conviction is  
26 vacated, reversed, or set aside, both the USAO and defendant will be  
27 released from all their obligations under this agreement.  
28

1                                    EFFECTIVE DATE OF AGREEMENT

2            29. This agreement is effective upon signature and execution of  
3 all required certifications by defendant, defendant's counsel, and an  
4 Assistant United States Attorney.

5                                    BREACH OF AGREEMENT

6            30. Defendant agrees that if defendant, at any time after the  
7 signature of this agreement and execution of all required  
8 certifications by defendant, defendant's counsel, and an Assistant  
9 United States Attorney, knowingly violates or fails to perform any of  
10 defendant's obligations under this agreement ("a breach"), the USAO  
11 may declare this agreement breached. All of defendant's obligations  
12 are material, a single breach of this agreement is sufficient for the  
13 USAO to declare a breach, and defendant shall not be deemed to have  
14 cured a breach without the express agreement of the USAO in writing.  
15 If the USAO declares this agreement breached, and the Court finds  
16 such a breach to have occurred, then: (a) if defendant has previously  
17 entered a guilty plea pursuant to this agreement, defendant will not  
18 be able to withdraw the guilty plea, and (b) the USAO will be  
19 relieved of all its obligations under this agreement.

20            31. Following the Court's finding of a knowing breach of this  
21 agreement by defendant, should the USAO choose to pursue any charge  
22 that was either dismissed or not filed as a result of this agreement,  
23 then:

24                    a. Defendant agrees that any applicable statute of  
25 limitations is tolled between the date of defendant's signing of this  
26 agreement and the filing commencing any such action.

27                    b. Defendant waives and gives up all defenses based on  
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the  
2 extent that such defenses existed as of the date of defendant's  
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by  
5 defendant, under oath, at the guilty plea hearing (if such a hearing  
6 occurred prior to the breach); (ii) the agreed to factual basis  
7 statement in this agreement; and (iii) any evidence derived from such  
8 statements, shall be admissible against defendant in any such action  
9 against defendant, and defendant waives and gives up any claim under  
10 the United States Constitution, any statute, Rule 410 of the Federal  
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
12 Procedure, or any other federal rule, that the statements or any  
13 evidence derived from the statements should be suppressed or are  
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

17 32. Defendant understands that the Court and the United States  
18 Probation and Pretrial Services Office are not parties to this  
19 agreement and need not accept any of the USAO's sentencing  
20 recommendations or the parties' agreements to facts or sentencing  
21 factors.

22 33. Defendant understands that both defendant and the USAO are  
23 free to: (a) supplement the facts by supplying relevant information  
24 to the United States Probation and Pretrial Services Office and the  
25 Court, (b) correct any and all factual misstatements relating to the  
26 Court's Sentencing Guidelines calculations and determination of  
27 sentence, and (c) argue on appeal and collateral review that the  
28 Court's Sentencing Guidelines calculations and the sentence it

1 chooses to impose are not error, although each party agrees to  
2 maintain its view that the calculations in Paragraph 18 are  
3 consistent with the facts of this case. While this paragraph permits  
4 both the USAO and defendant to submit full and complete factual  
5 information to the United States Probation and Pretrial Services  
6 Office and the Court, even if that factual information may be viewed  
7 as inconsistent with the facts agreed to in this agreement, this  
8 paragraph does not affect defendant's and the USAO's obligations not  
9 to contest the facts agreed to in this agreement.

10 34. Defendant understands that even if the Court ignores any  
11 sentencing recommendation, finds facts or reaches conclusions  
12 different from those agreed to, and/or imposes any sentence up to the  
13 maximum established by statute, defendant cannot, for that reason,  
14 withdraw defendant's guilty plea, and defendant will remain bound to  
15 fulfill all defendant's obligations under this agreement. Defendant  
16 understands that no one -- not the prosecutor, defendant's attorney,  
17 or the Court -- can make a binding prediction or promise regarding  
18 the sentence defendant will receive, except that it will be between  
19 the statutory mandatory minimum and within the statutory maximum.

20 NO ADDITIONAL AGREEMENTS

21 35. Defendant understands that, except as set forth herein,  
22 there are no promises, understandings, or agreements between the USAO  
23 and defendant or defendant's attorney, and that no additional  
24 promise, understanding, or agreement may be entered into unless in a  
25 writing signed by all parties or on the record in court.

26 ///

27 ///

28 ///

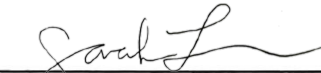
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

36. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

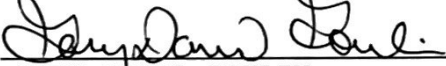
E. MARTIN ESTRADA  
United States Attorney



SARAH S. LEE  
Assistant United States Attorney

10/20/2023

Date



GARY DAVID GOULIN  
Defendant

10/19/2023

Date



MARK J. WERKSMAN  
Attorney for Defendant GARY DAVID  
GOULIN

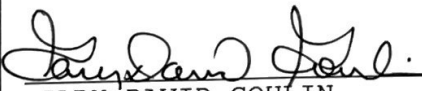
10/19/2023

Date



CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



GARY DAVID GOULIN  
Defendant

10/19/2023

Date

1                                    CERTIFICATION OF DEFENDANT'S ATTORNEY

2            I am GARY DAVID GOULIN's attorney. I have carefully and  
3 thoroughly discussed every part of this agreement with my client.  
4 Further, I have fully advised my client of his rights, of possible  
5 pretrial motions that might be filed, of possible defenses that might  
6 be asserted either prior to or at trial, of the sentencing factors  
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
8 provisions, and of the consequences of entering into this agreement.  
9 To my knowledge: no promises, inducements, or representations of any  
10 kind have been made to my client other than those contained in this  
11 agreement; no one has threatened or forced my client in any way to  
12 enter into this agreement; my client's decision to enter into this  
13 agreement is an informed and voluntary one; and the factual basis set  
14 forth in this agreement is sufficient to support my client's entry of  
15 a guilty plea pursuant to this agreement.

16    Mark Werksman

17    MARK J. WERKSMAN  
18    Attorney for Defendant GARY DAVID  
19    GOULIN

10/19/2023

Date